



**WILLIAMSBURGH**  
HOUSING ASSOCIATION LTD

**Rechargeable Repairs Policy**

**Revision History**

<b>Policy</b>	Rechargeable Repairs
<b>Reviewer(s)</b>	Housing and Property
<b>Committee Name</b>	Management Committee
<b>Number and Date of Meeting</b>	560 – 25 <sup>th</sup> March 2026
<b>New Policy or Description of Revision</b>	New
<b>Equality Impact Assessment Complete</b>	12/03/2026
<b>Data Protection Impact Assessment Complete</b>	12/03/2026
<b>Health and Safety Risk Assessment Complete</b>	n/a
<b>Consultation Complete</b>	12/03/2026
<b>Next Review Date</b>	March 2029

## **Contents**

- 1.0** Introduction
- 2.0** Aim of Policy
- 3.0** Scope of Policy
- 4.0** Legal and Regulatory Framework
- 5.0** Roles and responsibilities
- 6.0** Definition of a rechargeable repair
- 7.0** Discretion to recharge
- 8.0** Financial aspects of rechargeable repairs
- 9.0** Recovery of rechargeable repairs
- 10.0** Performance monitoring
- 11.0** Complaints
- 12.0** Equalities Impact Assessment
- 13.0** Data Protection Impact Assessment
- 14.0** Review

## **1.0 Introduction**

- 1.1 This policy aims to contribute to the best use and value for money of Williamsburgh Housing Association resources, particularly budgets relating to reactive repairs and estate management.

Where appropriate and reasonable, Williamsburgh Housing Association (the Association) will endeavour to recharge tenants for items which are either the tenants' responsibility or due to wilful negligent or accidental damage. Charges may also apply to factored owners and tenants for common area rechargeable items.

- 1.2 Rechargeable costs have the potential to have a significant effect on the Associations budget if not managed effectively. Whilst the Association understands that the recovery of these costs is a difficult task, there is a need for clarity and consistency on the approach for residents who are exposed to costs associated in dealing with rechargeable repairs and the recovery process.

The approach to rechargeable repairs is to seek to minimise the circumstances where tenants/factored owners have to be charged for repairs and services relating to maintenance and estate management, but to apply charges where the Association has incurred costs for repairs/services which are the responsibility of residents.

- 1.3 Rechargeable repairs costs will be applied to Factored Owners accounts in Line with the Written Statement of Services and Property Title Deed conditions.

## **2.0 Aim of the Policy.**

- 2.1 In pursuit of our value for money and affordable rents objectives, the Association has a duty to ensure that all available finance can be targeted at legitimate repairs and the delivery of other services to customers. The consistent application of this policy will assist in delivering fair treatment to all of our customers.
- 2.2 The policy outlines the Association's strategy for identifying and informing tenants, former tenants and factored owners of the considerations taken by the Association when rechargeable repairs are instructed and the potential outcomes they face if a re-chargeable repair is carried out.

Key aims of the Policy are outlined as follows:

- To define what is a rechargeable repair
- To provide guidance on the circumstances when a rechargeable repair will be recharged

- To provide guidance for Staff on the circumstances when discretion may be exercised
- To outline the basis for calculating the recharge
- To inform customers of various payment arrangements
- To monitor the volume of rechargeable repairs in order to seek continuous improvement for reduction through tenancy management initiatives

2.3 The Association aims to minimise the requirement to issue rechargeable repairs by:

- Providing appropriate information to tenants on their responsibilities during Tenancy periods and on termination of their Tenancy.
- Communicating the Policy to inform tenants and residents of their responsibilities relating to the Policy.
- Provide staff training to ensure the Policy is applied consistently and in a reasonable manner to support residents in situations where recharges could be applied.

**Note:** In circumstances which present a risk to Health and Safety, the Association will undertake the repair/service and apply recharges in line with this Policy.

2.4 The policy aims to ensure that WHA meets its legal, contractual, regulatory and statutory obligations as outlined in section 4.0.

### **3.0 Scope of Policy**

3.1 This document outlines the Rechargeable Repairs Policy In line with legislative and good practice requirements, whilst being fair, transparent and non-discriminatory.

3.2 This policy applies to all tenants, former tenants and factored owners with properties in common buildings managed by the Association.

3.4 The policy is supported by a series of procedures reflecting the operational activity that supports the rechargeable repairs policy whilst outlining employee roles.

3.5 The Policy relates to the following repairs/areas of services:

- Neglect, wilful damage or carelessness leading to repairs being required in both Association properties and within common factored areas.

- Criminal activity including damage to Association property by Legal forced access.
- Non-standard alterations made to a property by a tenant.
- Misuse of Williamsburgh Housing Association Repairs service.
- Rechargeable items in Tenanted and void properties.
- Services relating to Estate Management and common works.

The policy will be made available in different formats or languages on request.

## **4.0 Legal and Regulatory Framework**

A number of legal, regulatory and best practice areas have informed this policy.

4.1 Section 31 of the Housing (Scotland) Act 2010 introduced the Scottish Social Housing Charter which sets the standards and outcomes that all social landlords should aim to achieve when performing their housing activities. The Scottish Social Housing Charter came into effect on the 1st April 2012 and this sets out 16 standards and outcomes that all social landlords should aim to achieve when delivering housing services. The Charter was reviewed during 2016. The revised Charter was approved by Parliament and has been in effect since the 1st April 2017. The relevant outcomes associated to this policy are:

- Outcome 1 (Equalities) 'Social Landlords perform in all aspects of their housing services so that every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services'
- Outcome 2 (Communication) 'Social Landlords manage their businesses so that tenants and other customers find it easy to communicate with their landlord and get the information they need about their landlord, how and why it makes decisions and the services it provides'.
- Outcome 4 (Quality of Housing) 'Social landlords manage their businesses so that tenants' homes, as a minimum, meet the Scottish Housing Quality Standard (SHQS) when they are allocated; are always clean, tidy and in a good state of repair; and also meet the Energy Efficiency Standard for Social Housing (EESH) by December 2020'.
- Outcome 5 (Repairs, Maintenance and Improvements) 'Social Landlords manage their businesses so that tenant's homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done'.
- Outcome 13 (Value for Money) 'Social landlords manage all aspects of their business so that tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay'.

4.2 **The Housing Scotland Act 2001, covering Scottish Secure Tenancy Agreements (SST)**, puts Landlords under an obligation to ensure that the house is kept wind, watertight and habitable. The SST also extends to the appropriate use and maintenance responsibilities of properties and common parts, and instances when recharges can be applied to tenants.

**SST section 2.3** 'You, those living with you, and your visitors must take reasonable care to prevent damage to:

- the house;
- decoration;
- our furniture, if provided;
- the fixtures and fittings;
- the common parts;
- your neighbours' property. For example: before you leave the house unoccupied, you must check reasonably thoroughly that there is no risk of damage from fire, water or gas supplies in your house;
- you must tell us if you intend to go away, for more than four weeks and your house will be unoccupied during that time;
- if your house is going to be unoccupied for any length of time, and there is a risk of water pipes freezing when you are away, you must tell us before you leave'.

**SST section 2.6 - Keeping of Animals**

- '.....You must take reasonable care to see that such animals do not foul or cause damage to the house, your neighbour's property, anything belonging to us or anything we are responsible for, such as the common parts....'
- The animal must not be exercised in any shared garden or back court;
- The animal is not permitted in the common close unattended;

**SST section 2.13:**

- 'No property belonging to you or anyone residing with you or anyone visiting you, including bicycles, motorcycles or prams, should be stored in any of the common parts except in areas set aside for storage. You must not do anything which causes inconvenience or danger to anyone using the common parts'.
- 'We shall be entitled to instruct the removal and storage or disposal of any property kept or left in the common parts except in areas set aside for storage upon giving you prior written notice and a reasonable opportunity to remove any such property. You will be liable to us for any costs incurred in relation to the removal, storage and disposal of any such property belonging to you or anyone residing with or visiting you'.

**SST section 3.3:**

'In particular, you, those living with you and your visitors must not:

- fail to control your animals properly or allow them to foul or cause damage to other people's property;
- vandalise or damage our property or any part of the common parts or neighbourhood;
- leave rubbish in unauthorised places;

**SST section 5.10:**

'Nothing contained in this Agreement makes us responsible for repairing damage caused wilfully, accidentally or negligently by you, anyone living with you or an invited visitor to your house. If we decide to carry out the work, you must pay us for the cost of the repair. This paragraph does not apply to damage caused by:

- fair wear and tear;
- vandals (provided that you have reported the damage to the police and us as soon as the damage is discovered)'.

**SST section 5.17:**

'You are responsible for taking reasonable care of the house. This responsibility includes carrying out minor repairs and internal decoration. It also includes keeping the house in a reasonable state of cleanliness. However, you are not responsible for carrying out repairs which are due to fair wear and tear'.

**SST section 5.24:**

'If you carry out any alterations or improvements without our permission, we are entitled to restore the house to its previous condition during or at the end of your tenancy. If we do so, we are entitled to charge you for this work'.

4.3 This policy is aligned to Standards 2, 3 and 5 of the Scottish Housing Regulator's (SHR) Regulation Framework:

- Standard 2 'The RSL is open about and accountable for what it does. It understands and takes account of the needs and priorities of its tenants, service users and stakeholders. And its primary focus is the sustainable achievement of these priorities'.
- Standard 3 'The RSL manages its resources to ensure its financial well-being while maintaining rents at a level that tenants can afford to pay'.
- Standard 5 'The RSL conducts its affairs with honesty and integrity'

## 5.0 Roles and Responsibilities

- 5.1 The Chief Executive and Management Committee have overall responsibility for ensuring adequate resources are made available to enable the aims and objectives of this policy to be met.
- 5.2 Delegated responsibility is given to persons in the roles of Heads of Service relating to the following:
- Ensure effective implementation and monitoring of this policy and supporting procedures
  - Ensure staff are aware of the policy and supporting procedures
  - Ensure value for money from procurement activity is achieved
  - Discretion in relation to recharges relating to own department budgets.
- 5.3 The Maintenance Manager and Housing Manager are responsible for Operational activities relating to this Policy:
- Responsible for overseeing the day-to-day implementation of the policy
  - Ensure relevant training is in place for all staff
  - Obtain value for money and reasonable pursuit of rechargeable debts
  - Discretion in relation to recharges relating to own department budgets.
- 5.4 Other Section Managers will ensure staff are aware of and comply with the Associations Policy and supporting procedures.
- 5.5 All employees who interact with our tenants and residents will have an awareness of this policy and receive adequate training to enable them to report rechargeable items and to support our tenants and residents.

## 6.0 Definition of a rechargeable Repair

Generally, the Association is responsible for repairing and maintaining the structure, property and any fixtures and fittings originally provided unless costs relate to damage, negligence or vandalism. Tenants are informed of their repair responsibilities when they sign their Tenancy Agreement.

**Note:** In circumstances which present a risk to Health and Safety, the Association will undertake the repair/service and apply recharges in line with this Policy.

- 6.1 In relation to **repairs and maintenance**, this policy defines a 'rechargeable repair' as one which meets any of the following:
- The repair is the responsibility of the tenant to carry out
  - The damage to the property is due to wilful damage, neglect, misuse or abuse by the tenant, their family or visitors to the property or immediate common parts

- The damage to the common area of the property is due to wilful damage, neglect, misuse or abuse by the resident, their family or visitors of a privately owned property factored by the Association.
- Repairs required due to a failure to take reasonable care of the home or to report a repair to us as soon as reasonably possible, if this has resulted in further deterioration of the property.
- Repairs required due to alterations made to the property by the Tenant and subsequent works required to re-instate standard fittings.
- The tenant has failed to provide a police incident number for damage they advise has been caused by a third party.
- The tenant/resident of the property has been Convicted by The Police in participating in activities of a criminal nature.
- Rechargeable repairs identified by new tenants to properties through the mutual exchange process. The in-coming new tenant of the property will incur the expense of the repair should it be deemed to be rechargeable.
- Replacement fobs (unless fobs failed to operate correctly)
- Lock changes due to tenant lost/stolen keys. **Note:** this may incur additional charges should the event occurs out with routine office hours.

**Note:** factored owners will have responsibilities for common area repair costs where repairs are deemed to be rechargeable, for example vandalism, and no individual can be reasonably identified and proven to be responsible for the damage.

Factored owners will also be re-charged for works which are found to be their sole responsibility rather than communal after being undertaken. Title deeds will be used to determine a repair whether is common and if they are silent the Tenement Scotland Act will apply; if the matter remains in contention we will advise owners to seek their own legal advice.

**6.2** In relation to **void properties**, this policy defines a 'rechargeable repair' as one which meets any of the following:

Former tenants will be responsible for the cost of carrying out repairs to a property to bring it up to an acceptable standard for re-letting:

- When damage was caused wilfully, negligently or accidentally by the former tenant or anyone visiting the tenant.
- Costs relating to the removal and disposal of items left when a tenant terminates their tenancy and has failed to clear all items including floorcoverings.
- Work is necessary at the end of a tenancy to return the property to an acceptable and lettable standard, and exceeds what would be deemed as fair wear and tear

- Reinstatement of a property fixture as a result of alterations or additions carried out by the tenant without permission, or carried out to an unsatisfactory or unsafe standard
- Items left in external and common areas by the former tenant for which the Association incurs costs to clear and dispose of.

Staff will arrange a pre-termination visit during which they will advise on possible recharges for damage or unauthorised alterations. A former tenant may also be pursued for costs when access has not been granted for the pre-termination visit and work is required to rectify damages to the property or costs are incurred to clear the former tenant's belongings.

**6.3** In relation to **Tenants providing access to deliver services/repairs**, this policy defines a 'rechargeable repair' as one which meets any of the following:

- Costs incurred by the Association when forced access visits are required due to tenant failure to provide access on previous notified attempts. This includes visits to deliver essential compliance services including Gas Service visits and Electrical Safety visits.
- Costs incurred by the Association in relation to failed pre-arranged visits by Contractors to carry out component replacement works (including new kitchens, Bathrooms and windows).

**Operational processes in place relating to gaining access to Tenanted properties must be followed prior to a recharge being applied.**

**6.4** In relation to **Estate Management services**, this policy defines a 'rechargeable repair' as one which meets any of the following:

- Costs incurred by the Association relating to fly-tipping in common and external areas
- Costs incurred by the Association relating to the misuse of refuse bins
- Costs incurred by the Association relating to the removal of dog fouling
- Costs incurred by the Association relating to the removal and storage of items stored in communal areas
- Costs incurred by the Association relating to clearing communal cupboards

Where appropriate, opportunity **may** be provided to tenants and residents to undertake actions relating to the above elements in section 6.4 independently which may otherwise be recharged should the Association undertake the work. This will only be permitted in agreement with The Association and at no cost to The Association or other residents.

Actions must be undertaken within a reasonably practicable period and cause no risk to the health and safety of residents.

**Operational processes to identify the person(s) responsible for the rechargeable repair are in place in relation to Estate Management services and will be followed prior to a recharge being applied.**

## **7.0 Discretion to recharge**

7.1 The Association recognises that recharging the cost of repairs/services may not always be appropriate and discretion can be applied to decide whether a recharge should be applied and whether the full cost should be levied.

For the purpose of this Policy, discretion to recharge is delegated to the Housing Manager and Maintenance Manager from persons in the roles of Heads of Service.

7.2 When discretion is used to decide not to levy a charge where it could have been applied, the person exercising this discretion will record the reason for the decision on the Housing Management System. Staff will apply consistency when deciding not to recharge and ensure supporting reasons are provided.

7.3 Factors to be considered in deciding whether or not to levy a recharge will include:

- Circumstances relating to an individual which are confidential in nature
- Particular circumstances of the situation within which the repair/service was delivered, for example, damage caused by a domestic violence situation.
- Other Factors deemed to be reasonable which will be assessed on an individual basis.

## **8.0 Financial aspects of rechargeable repairs**

8.1 The Association will apply charges as detailed on Appendix 1

## **9.0 Recovery of Rechargeable Repairs**

9.1 It is recognised that costs relating to rechargeable repairs can be difficult to recover for a number of reasons:

- The tenant has absconded or been evicted
- No forwarding address has been provided
- Tenant is on low income
- Tenant has substantial rent arrears
- Tenant has other multiple debt issue
- Tenant is deceased and no known estate exists
- Relevant legal costs to pursue court action/eviction against a tenancy

**Note:** The above list is not exhaustive and individual circumstances will be taken into account.

- 9.2 The Association recognises that in some circumstances, repayment of charges in full would cause excessive financial problems for the tenant. With this in mind, the Association will strive to agree a reasonable and affordable payment arrangement. Any payment arrangement will be agreed to recover costs in a manner which does not cause undue financial hardship.

At times we may only seek an agreed contribution towards the full costs where it is clear that we will be unable to recharge the full cost – this contribution may also be spread across an agreed repayment plan.

- 9.3 When a repair is deemed as 'rechargeable', the decision to pursue recovery will consider a number of issues, which may include the following

- Can the tenant/resident pay, based on their known financial circumstances (Financial Welfare Rights advice will be offered to persons citing financial difficulty)
- Is the recharge economical to recover?
- Can the costs be recovered through the Association's insurance policy, i.e. for vandalism to external common doors?
- Is there an estate of a deceased tenant?
- In the event of an eviction or abandonment, can the former tenant be traced if no forwarding address is given?
- Have tenancy concerns been highlighted, i.e. domestic abuse?
- Are there medical reasons mental or physical that has led to damage by tenant?

The above areas will involve some discretion and shall be agreed by members of the appropriate teams whether to pursue costs.

- 9.5 The process to write off of any debts will be carried out in accordance with the Association's Bad Debt Policy and in line with Financial Regulations
- 9.6 Tenants who fail to meet their financial obligations to pay rechargeable repairs may find their future prospects for housing affected with the Association or other landlords. They may also be the subject of arrears recovery procedures, which could involve formal court action.
- 9.7 Where a tenant has an outstanding balance on a rechargeable repairs account, the Association may refuse to carry out further non-essential repairs until the account has been cleared.

- 9.8 The Association will allow customers to make payment by Debit or Credit Card. Customers may make payment by instalments with the agreement of The Associations staff.
- 9.9 The Association may request and accept payment prior to rechargeable repairs being instructed.
- 9.10 Rechargeable repairs are a tenancy related debt and therefore a ground for suspension from a housing application list. Suspensions are covered by Section 20 (2) of the 1987 Housing Act.

## **10.0 Performance monitoring**

- 10.1 The Factoring Team will monitor and manage the recovery of rechargeable repairs and take appropriate action on any outstanding debts to the Association.
- 10.2 Details of attempts at recovery, monies recovered and monies deemed to be unrecoverable will be presented to Operations and Performance Sub-Committee on a quarterly basis.

## **11.0 Complaints**

- 11.1 WHA aims to provide a first class service to all of its tenants and residents. We will therefore strive to keep service complaints to an absolute minimum by aiming to agree a resolution quickly with the customer and learn from the resolution to develop the services we provide. When early resolution is not agreed and a complaint is received we will also consider if we can learn from these complaints to help improve service.
- 11.2 In the event a complaint is received, this will be assessed in line with the WHA complaints process which follows the Scottish Public Services Ombudsman (SPSO) process.

Once the investigation stage has been completed, tenants of the Association have the right to approach the Scottish Public Services Ombudsman (SPSO) if they remain dissatisfied.

The SPSO considers complaints from people who remain dissatisfied at the conclusion of our complaints procedure. The SPSO looks at issues such as service failures and maladministration (administrative fault), as well as the way we have handled the complaint.

Where a factored owner is dissatisfied with the outcome of their complaint, they are entitled to contact the First-tier Tribunal for Scotland.

Contact details for the SPSO and First Tier Tribunal can be found in the Association Complaints Procedure or on our website:

[www.williamsburghha.co.uk](http://www.williamsburghha.co.uk)

## **12.0 Equalities Impact Assessment**

An Equalities Impact Assessment has been carried out during the development of this Policy and is available on request.

## **13.0 Data Protection Impact Assessment (DPIA)**

13.1 Record keeping for the purposes of this policy will relate to the tenant (s) personal details who reside in the Association stock and Factored Owners.

All data will be held in line with GDPR requirements. This Policy is written to be open and transparent in line with FOISA. A DPIA Impact Assessment has been carried out during the development of this Policy and is available on request.

## **14.0 Review**

14.1 This Policy will be reviewed every three years, with the next review scheduled for March 2029 or earlier if required to take account of:

- Legislative, regulatory and good practice requirements.
- Association performance.
- The views of tenants and Staff.
- Strategic aims and objectives.

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## Appendix 1

Repair/service	Cost (Incl. VAT)
Access and Lock change (one)	£60
Access and Lock change (two)	£84
Door entry Fob	£11.50
Repairs required out with reasonable wear and tear	Rate charged by Contractor
Clean/clearance of items in void properties left by ex-Tenants	Rate charged by Contractor to remove and dispose of items
Replace front door (Tenants)	Rate charged by Contractor dependant on door type
Failure to provide Contractor Access	Hourly rate charged by Contractor
Forced access visit for compliance services	Hourly rate charged by Contractor
Dog fouling	Rate charged by Contractor
Uplift and disposal of fly tipping	Labour and Waste transport and disposal charges
Clearance of contaminated bins	£20 per bin
Removal and storage of items from common areas	£16.50 per hour labour rate plus storage charges
Return stored items	£16.50 hour labour rate

Rechargeable repairs/services not included on the above list will be charged at the final cost incurred by the Association including VAT.

**Note:** All charges to The Association can be evidenced and provided on request.